

Park Club Terms & Conditions

1. These terms and conditions and all associated rules and regulations of membership, govern the terms and conditions of your membership. Please read these documents carefully as they affect your rights and liabilities under the law. If you have any questions please feel free to ask a member of our team.
2. Soll (VALE) may make reasonable changes to these conditions and membership prices at any time so long as we give you advance notice of the changes.

3. General

- 3.1 Soll (VALE) does not accept liability for any loss, damage or injury as a result of using our facilities.
- 3.2 Soll (VALE) reserves the right to refuse any application for membership, terminate a membership or refuse admission to the facility.
- 3.3 Failure to comply with your conditions of membership may result in your card and any membership benefits being withdrawn without any refunds of fees being made.
- 3.4 It is your responsibility to inform Soll (VALE) of any change of contact / address details.
- 3.5 You must bring your membership card (or use the Fitsense app) with you on every visit and swipe to record your visit.
- 3.6 Your membership card remains the property of Soll (VALE). If a replacement membership card is required due to loss, theft or damage then a charge will apply.
- 3.7 Membership is personal to the member and must not be reassigned, transferred, or sold on without prior authorisation from Soll (VALE). Members who lend their card to third parties will have their membership and other services cancelled without refund.
- 3.8 You must wear suitable clothing and footwear at all times. No outdoor shoes are permitted.
- 3.9 You must be aware and comply with any parking restrictions in the car parks. Parking is at your own risk and Soll (VALE) cannot be held responsible for loss or damage as a result of parking on the premises.
- 3.10 Members and Guests are asked to store personal belongings in the lockers provided. Lockers are provided on a daily basis only, and items left overnight will be removed on the following day and treated as lost property.
- 3.11 Personal belongings and valuables are left in club/centre lockers at your own risk.
- 3.12 Club opening times, facilities and services available are at the discretion of Soll (VALE). Any or all the facilities may be closed at any time for the purpose of cleaning, decorating, repairs, and events.
- 3.13 The club's opening hours, are amended from time to time and will be displayed at reception and on the website. Members must ensure they cease use of the Club facilities at least 30 minutes before the Club closes to allow time for showering and dressing or for special functions.
- 3.14 You agree to abide by the rules and etiquettes which are displayed prominently within your club/centre. We may make reasonable changes to these rules at any time provided we give you reasonable advance notice of the change.
- 3.15 Children are not allowed in the changing room of the opposite sex once they have reached secondary school age
- 3.16 All lost property found on the premises should be handed in to the Club reception. Items whose ownership cannot be identified will be stored by the Club for six weeks and then donated to local charities. Items which appear valuable may be sold with the proceeds donated to charity.
- 3.17 In the interest of safety and hygiene, no crockery or glasses are allowed in the changing rooms, fitness areas, dance studios, swimming pool and other activity areas.
- 3.18 No pets will be allowed in the Club premises, with the exception of guide dogs. Entry to the Club is only permitted at the Club reception and entrance.
- 3.19 Fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with these doors for any reason.
- 3.20 In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit and meet in the assembly point in the front car park
- 3.21 If any member shall cause nuisance or annoyance to other members, guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Club reserves the right to refuse admission or suspend or terminate membership. In particular, abusive language, threatening or violent behaviour will not be tolerated.
- 3.22 All minors using the Club must be supervised by an accompanying adult at all times. No photography (including the taking of images through a mobile phone or camcorder) is allowed in any area of the Club.
- 3.23 Please refer to any comments or complaints to a member of the Club staff. Written complaints must be addressed to the Club Site Manager.
- 3.24 No food or drink, alcoholic or otherwise, or illegal substances may be brought into and consumed within the Club or its grounds.
- 3.25 The Club is a non smoking environment.
- 3.26 Refer a friend offer is applicable to members on a direct debit memberships only. Members will receive £1 off a month per member for the duration of the their 'friends' membership.

4. Direct Debit memberships

- 4.1 Your contract commences once you have indicated your acceptance in the Declaration section of your contract. You have 14 full days after signup to cancel this contract for any reason. To exercise this right, you must inform us of this by post or email using the details provided. If you exercise this right to cancel we will reimburse you fees received from you. If you have used the service before requesting to cancel, then we will reduce your subscription fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested. Please refer to your terms of contract for further details.
- 4.2 Members who have 12 month contracts will not receive a price increase for the duration of the minimum contract term. Once your membership enters a rolling contract we can increase your price with a minimum of 14 days notice.
- 4.3 **Suspension (freezing) once your minimum term contract has been completed**
- 4.3.1 A suspension can be applied to your membership for a maximum of up to 3 months by emailing info@parkclub.co.uk, we do require 30 days written notice to place a suspension on your payments and the suspension is subject to a £5 per month payment irrespective whether you are in contract or not.
- 4.3.2 A suspended period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the suspended period has completed.
- 4.3.3 Whilst your membership is suspended you are unable to terminate and will need to re-instate the membership first.
- 4.4 **Cancellations**
- 4.4.1 Cancellations within minimum contract will only be accepted for the following reasons:
- **House relocation** – proof will be required such as a utility bill or a rental/mortgage agreement
 - **Loss of employment** – proof will be required such as a letter from the company to advise that you have been made redundant
 - **Medical condition** – proof will be required in the form of a letter from a medical professional to advise that you are unable to use the facility.
 - **Student relocation** - should you relocate with your studies or your course finishes, proof of this will be required.
- 4.4.2 Cancellations within minimum contract (with conditions listed in 4.1) can only be processed once proof has been received and will be subject to 30 days notice as per your direct debit date.
- 4.4.3 Cancellations outside of minimum contract are subject to a 30 day notice period, which will commence from the next direct debit date. We require written request via e-mail to info@parkclub.co.uk if you wish to cancel your membership.

5 Upfront (cash) memberships

- 5.1 You can pay your membership for a period of 12, 6, 3 or 1 month(s) up front by cash, cheque or credit card. Membership prices vary depending on the membership type.
- 5.2 This membership is non-refundable but can be transferred to another person. A written request must be sent to info@parkclub.co.uk, and will be subject to a £25 transfer fee
- 5.3 Upfront (cash) memberships can be suspended for a period of up to 3 months by e-mailing info@parkclub.co.uk

6 Guests

- 6.1 Admitted on payment in advance of the Guest Fee. Guests must book with the Club in advance. Members must accompany their guests at all times and members shall not leave the Club premises before their guests.
- 6.2 All guests must sign the guest book and the appropriate Membership and Guest Registration Form. The Club reserves the right to refuse admission to a guest for reasons of health and safety or if the proposed guest has previously not complied with Club rules.

7 Swim School Direct Debit memberships

- 7.1 You agree to the Swim School Guidelines and Terms and Conditions received at time of joining.
- 7.2 Any class cancellations by the club/centre will be reimbursed via an amendment to your next direct debit collection
- 7.3 One month's written notice is required for any cancellation requests, e-mailed to swimming@parkclub.co.uk
- 7.4 A Direct Debit can be suspended for a maximum of one month only upon production of a Doctor's note. Your child's place will be reserved during this period.

8 PRK CLB Online Membership Add ons (DD) & Upfronts

- 8.1 Payment is made via a monthly rolling direct debit for Level 2 & 3. After your contracted time, you can cancel if you wish by giving 1 months' notice by e-mailing info@parkclub.co.uk
- 8.2 During your contract, you are able to upgrade to another level (this will start a new contract term). You cannot downgrade during your contract.
- 8.3 All DD add ons must be taken on the first of the month, so your main membership DD will be changed if it does not already come out on the 1st of each month
- 8.4 PRK CLB Online Upfront options are non-refundable

9 APPLICATION DECLARATION – Before signing lease read the terms set out below and above

- I confirm the above information is correct and apply for membership of the Club under the standard terms and conditions which I have had an opportunity to read and discuss with the Club.
- In particular I understand and have discussed the following with the Club:
 - i) I may request suspension (freeze) by reason of illness and/or injury for one continuous period of at least 1 month and a maximum of 3 months. I understand 30 days written notice must be given to the Club and the Club has the right to request a doctor's certificate. I understand a reduced monthly fee (£5) will be charged by the Club during suspension (freeze). Any suspension during the commitment period will extend the length of the commitment period.
 - ii) I acknowledge that my initial membership of the Club is from the start date of <INSERT DATE> to the commitment period end date of <INSERT DATE> (subject to extension if suspended on freeze) and agree to pay in full due to the respect of this commitment period.
 - iii) I confirm having received the following documents: [] This Membership Application [] Club Rules [] Additional Information Form [] Privacy Notice Member Signature Date Signed for on and behalf of the Club

MEMBER SIGNATURE [BOX]

DATE [BOX]

SIGNED ON BEHALF OF THE CLUB [BOX]

A. HEALTH and EXERCISE READINESS AGREEMENT

The team at Park Club are dedicated to helping you get fitter, healthier and happier. So we wish to outline what we expect from you.

You will:

- ✓ Make your own decision about what exercise you carry out, which we will respect
- ✓ Not exercise beyond your own ability, as you understand that exercise carries its own risk.
- ✓ Seek medical advice from a medical professional and follow this advice if you have a condition that might prevent you from exercising safely, for example (but not an exhaustive list):
 - Heart conditions or experiencing chest pain whilst not exercising
 - Major surgery in the last 12 months
 - Orthopaedic conditions that worsen with physical exercise,
 - High blood pressure being treated with medication
 - Insulin dependent diabetes.
 - Dizzy spells or lose your balance
 - If you are over 69 years of age and not used to being very active
- ✓ Read the club terms & conditions, along with any other club rules and instructions and follow these at all times
- ✓ Immediately inform us if you feel ill or you injure yourself when using our equipment or facilities. A trained first aider will be on site at all times

B. START UPS

- a) We strongly recommend each new member to undergo our start up training. However, experienced gym users are able to opt out of a start up and start training without one.
- b) If you decide to opt out, Soll (Vale) will allow you to use the facilities providing that you seek advice from a member of staff if you are in anyway unfamiliar with a particular piece of equipment or type of exercise
- c) You can book a start up via the new member portal, please speak to a member of the team if you require any further information

C. SWIMMING POOL GUIDELINES

- a) Swimming pools can be hazardous. Water presents a risk of drowning and other injuries. As this pool is unsupervised please adhere to the following:
 - Due to the depth of the swimming pools, diving is not permitted.
 - Never swim after a heavy meal or after alcohol.
 - Do not hold your breath and swim long distances under water.

- Do not swim alone, if you have a medical condition, such as epilepsy, asthma, diabetes or heart problems.
- No unruly behaviour for example, running on poolside, ducking, bombing and fighting.
- As this pool is not supervised, avoid swimming on your own, it is safer to swim with a 'buddy'.
- If any swimmer gets into difficulty, please call for help by pressing the alarm as indicated on poolside. A trained member of staff will respond immediately.
- Please shower prior to entering the pool
- You should not come swimming if either of the following apply.
- You have suffered from diarrhoea within the previous 48 hours.
- You have been diagnosed with cryptosporidium within the previous 14 days
- Members are asked to wear conventional swimming costumes
- No hand paddles to be used while swim school is using the pool
- No inflatables or snorkels to be used in the pool

b) Child safety in the swimming pool

- As a minimum, each child under 16 must be directly supervised in the water by its parent, legal guardian, or an adult (aged 18 or over).
- No more than 2 children under 16 may be supervised by one parent or adult (aged 18 or over).
- Under 4's are permitted, but we recommend that babies under 12 weeks old do not swim
- We recommend that weak and non swimmers wear armbands or similar floatation equipment

D. SAUNA / STEAM ROOM

- Members must ensure they are aware of the age restrictions (as displayed guidance poster), or as instructed by staff) applying to the use of the Sauna/Steam Room by minors.
- Members and Guests must shower after using the Sauna and Steam Room and before using the Swimming Pool. Shaving and exfoliating are not permitted in the Sauna or Steam Room.

E. JUNIOR EXERCISE READINESS AGREEMENT (If relevant)

- As the parent / guardian of a child undertaking swimming lessons, it is important that you inform us of any medication conditions that your child might have as follows:

Parent / Guardian will:-

- ✓ Tell us of any medical or behavioural health conditions
- ✓ Tell us if any medication is required during a lesson, for example, inhalers
- ✓ Tell us if there any precautionary measures that your child's instructor should take during a lesson / class

F. DECLARATION

- I have read the information on this Health Commitment and Exercise Readiness / Junior Exercise Readiness section and have responded truthfully AND accept and fully understand that I enter any exercise programme and use any equipment entirely at my own risk
- I acknowledge the increased risk arising from vigorous physical exercise
- I agree to notify staff if there are any changes in the details above before continuing to exercise.
- I agree not to use any item of exercise equipment without first having received instruction in its use
- I agree to read the guidance posters relating to the safe use of the Sauna and Steam Room prior to using.
- I have read the Swimming Pool safety guidelines in these terms & conditions and will adhere to this at all times
- I understand that Soll (VALE) recommends having a start up and that not booking one will indicate that I have opted out of the start up to be shown how to use the facilities and equipment safely
- For Junior activities (if applicable), as a parent / guardian I agree to stay on the premises during my child's swimming lessons
- For PRK CLB Online (if applicable), I understand that we cannot guarantee results as it depends on my effort, consistency and dedication

MEMBER SIGNATURE [BOX]

DATE [BOX]

SIGNED ON BEHALF OF THE CLUB [BOX]

Privacy Notice & GDPR

This Privacy Notice explains our data processing practices and your options regarding the ways in which your data is used. If you have any requests concerning your personal information or any queries with regard to our processing please contact us at noreply@parkclub.co.uk.

1.0 Use of your information and your preferences

Soll (VALE) will only process (collect, store and use) the information you provide to us in a manner compatible with the EU's General Data Protection Regulation (GDPR). We are committed to ensuring that the information we collect and use is appropriate for the purposes listed below and does not constitute an invasion of your privacy. We are also committed to applying rigorous security measures when managing your data to minimise the risk of unauthorised access or disclosure

2.0 Consent

By taking out a membership, filling in a contact form on our website, or using a mobile app we provide to you, you agree and accept that we may gather, process, store and/or use the personal data submitted in accordance with the terms set below. If you are under the age of 16, Soll (VALE) will not collect or process your details unless we have also received the consent of an adult who has parental responsibility for you.

3.0 Personal Data Collected

3.1 Identity and contact details of the data processor

Personal data collected by us and stored via our website or mobile app is processed on our behalf by ClubWise Software Ltd, 6 Tower Court, Horns Lane, Princes Risborough, Bucks, HP27 0AJ Company Reg: 3843268. Your data is stored in the UK. From time to time it may be made visible to employees of ClubWise Development India Pvt. Ltd, Office No. 101, First Floor, Fourtune Arcade, Yeolekar Mala, College Road, Nashik – 422005, Maharashtra for the purposes of software support. The data processor and group companies belonging to it are required by us to process your data in strict compliance with the GDPR.

3.2 Purposes of processing and legal basis

The principal purpose of collecting your personal data is to provide you with the services defined in your membership agreement. To this end, you agree and accept that we may use your personal data to:

- Contact you in respect of your membership
- Manage your club access
- Facilitate member rewards (if applicable)
- Resolve any problems you may have and improve our service to you
- Comply with our legal and regulatory obligations

We use the personal data submitted to us only in accordance with the applicable data protection legislation. Our employees and third-party providers are under an obligation to respect your data privacy.

3.3 Marketing

If you consent, we may send you marketing information by e-mail or sms about products and services which we believe may be of interest to you. We will always provide the ability to review or change your preferences or unsubscribe from marketing information with immediate effect. You can also make your request via e-mail to noreply@parkclub.co.uk.

3.4 Data we collect

When you take out a membership with us, the following personal data may be collected and processed in accordance with the purpose and legal basis described above and may include: name, address, contact details (including e-mail and mobile phone number), gender, date of birth, attendance history, marketing preferences and bank details for billing. Some data is collected automatically through using our web site (see section 3.7 below).

Certain features of our mobile app may connect to your social networking sites to enable you to follow or be followed by other members of Soll (VALE). As a result, Soll (VALE) may process information from your social networking profile, but only if you consent to allow your social networking site to make information available to the app. You understand that, by creating an account for the mobile app, Soll (VALE) will be able to identify you by your profile.

3.5 Obtaining or changing your details

Soll (VALE) can confirm to you the details of any personal data we hold about you and how it is processed on your request. You may also ask us to correct or delete personal information we hold about you at any time, so long as this information is not required in order to fulfil our service to you.

For more information, request your details or advise us of any changes, please either:

- Send an email to noreply@parkclub.co.uk or;
- Write to us at: 17 Croft Drive, Milton Park, Abingdon, OX14 4RP

We may require that your request be accompanied by a photocopy of proof of identity or authority, such as a driving license or passport. Mobile app users are able to maintain some of their personal data directly. Note that if your account is in arrears you will be unable to use this functionality and you will be directed to contact us accordingly.

3.6 Third party disclosures

Your information may be passed to and used by all Soll (VALE) companies. Your personal data is also passed to our data processor for the purpose of providing our services to you (see 3.1). Your data will not be shared with any other third-party service providers without obtaining your prior consent. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide you on our behalf. When they no longer need your data to fulfil this service, they will dispose of your details in line with Soll (VALE) procedures.

We will never pass your personal information to anyone else, except where we are required or permitted to do so by law, for any successors in title to our business and suppliers that process information on our behalf both in the UK and abroad. We may also use and disclose information in aggregate (so that no individual customers are identified) for marketing and strategic development purposes.

3.7 Cookies

A cookie is a small amount of data, which often includes a unique identifier that is sent to your computer browser from a website's computer and is stored on your device's hard drive in the form of a text file.

3.7.1 How do Park Club use cookies?

Cookies are used to control an online session and provide security such as a time-out function. Park Club only issues session specific cookies which store no personal or transactional data.

3.7.2 Third Party Cookies: Google Analytics

Soll (VALE) may use Google Analytics for SEO purposes and to improve their online marketing efforts. For a detailed explanation of how Google Analytics cookies work please visit:

<https://developers.google.com/analytics/resources/concepts/gaConceptsCookies>

3.8 Other web sites

Our web site may contain links to other web sites which are outside our control and are not covered by this Privacy Notice. If you access other sites using the links provided, the operators of these sites may collect information from you which will be used by them in accordance with their privacy notice, which may differ from ours.

4.0 Data Retention Period

As a prospective member that has consented for us to contact you, Soll (VALE) will retain your data for up to 12 months, unless you notify us that you no longer wish to be contacted. If you join us, Soll (VALE) will retain your data for as long as you are a member. On termination of your membership, your personal data will be stored for a maximum period of 6 years for the purposes of responding to you in the event of any future indemnity claim that may arise. After this period, your personal data will be anonymized so you can no longer be identified from the information we hold.

4.1 Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- a) Right to be informed – you have the right to know how your personal data is being used
- b) Right of access – you have the right to request a copy of the information that we hold about you.
- c) Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- d) Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- e) Right to restriction of processing – if you believe the basis for processing your data as described in section 3 of this notice no longer applies or if you contest the accuracy of the information we hold about you, you have a right to request restrictions to the processing of your data.
- f) Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- g) Right to object – you have the right to object to certain types of processing such as direct marketing.
- h) Right to object to automated processing, including profiling – you also have the right to not be subject to the legal effects of any automated processing or profiling.

Note that if Soll (VALE) refuses a request from you under rights of access, we will provide you with a reason as to why.

Finally, if a data breach occurs which compromises your personal data, you have a right to be informed within 72 hours of us first becoming aware of the breach.

5.0 The Right to Complain

If you believe that your data is being processed unfairly or you have any other concerns about the way that Soll (VALE) or its designated processor is handling your data, you have the right to complain to the Information Commissioners Office (ICO). Please visit www.ico.org.uk for more information.

6.0 Privacy Notice Changes

Park Club reserves the right to update this Privacy Notice at any time, in particular pursuant to any changes made to the laws and regulations in force. We would recommend that you check these rules from time to time to stay informed of our procedures and rules relating to your personal information.

7.0 Contact Us

If you have questions relating to this privacy notice, you can:

- Send an email to info@parkclub.co.uk or;
- Write to us at: 17 Croft Drive, Milton Park, Abingdon, OX14 4RP